

**EXHIBIT I**

**ADDENDUM TO FRANCHISE AGREEMENT – TEMPORARY STORES**

**ADDENDUM TO  
FRANCHISE AGREEMENT --  
ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.  
TEMPORARY STORE**

THIS ADDENDUM ("Addendum") to the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_, ("Agreement") is made effective as of \_\_\_\_\_, 20\_\_\_\_, between Rocky Mountain Chocolate Factory, Inc. ("Franchisor") and the undersigned "Franchisee." The following amends and shall be incorporated into the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum shall have the respective meanings set forth in the Agreement. The Franchisor and the Franchisee agree as follows:

**1. Addition of Temporary Store to Agreement.** All references in the Agreement to the "Store(s)," as defined in Section 1.1 of the Agreement, shall be changed to add the words "and Temporary Store" immediately after each such reference. Notwithstanding anything contained in the preceding sentence to the contrary, all references to "Stores" in Section 20.2 and in the definition of "Competitive Business" in Section 20.1 of the Agreement shall remain unchanged as originally stated. Article 17 of the Agreement will not apply to the Temporary Store. Except as may be otherwise noted herein or in the Agreement, all applicable terms, conditions and requirements set forth in the Agreement applicable to Stores shall apply to Temporary Stores. The Franchisor's approval of the operation of a Temporary Store, as required pursuant to Section 3.2 of the Agreement, is hereby granted.

**2. Definition of Temporary Store/Term/Franchised Location.** The Franchisor and the Franchisee agree that the Franchisee's "Temporary Store" shall be defined as a ROCKY MOUNTAIN CHOCOLATE FACTORY Store which is open for business for not more than 30 consecutive days at the same Franchised Location. The Temporary Store will be open on the following date(s) at the Franchised Location(s) listed next to the date(s):\_\_\_\_\_.

The term of this Addendum shall expire on the last date set forth in the immediately preceding sentence, unless the Agreement is terminated earlier as provided therein. In no event will the term of this Addendum extend beyond the term of the Agreement. If the Agreement is in effect and no events of default have occurred, then this Addendum may be renewed in a writing signed by all parties which specifies the Franchised Location(s) and dates the Temporary Store will be operating. If applicable, the Franchised Location(s) is/are located at, in or adjacent to the following facility ("Host Facility"):\_\_\_\_\_.

The Franchisee acknowledges and agrees that the Franchised Location(s) of its Temporary Store shall not be located within any protected territories of other franchisees of the Franchisor.

**3. Waiver of Fees.** The parties acknowledge that no initial franchise fee shall be charged for entering into this Addendum and that the Franchisee will not be required to spend any amounts on local advertising of the Temporary Store or participate in any regional advertising programs or cooperatives with respect to the Temporary Store. The Franchisee will be required to pay the Marketing and Promotion Fee with respect to Gross Retail Sales generated by the Temporary Store, however, pursuant to the terms of the Agreement.

**4. Approval of Lease.** The parties confirm that the provisions of Section 5.1 of the Agreement requiring the Franchisor's prior written approval of a lease will apply to the Franchised Location of the Temporary Store. If the placement and operation of the Temporary Store in or in connection with a Host Facility requires the consent of the owner, franchisor or licensor of the Host Facility, the Franchisee hereby represents and warrants that such consent has been obtained in writing,

and such representation is a condition precedent to the grant of the Franchisee's right to establish and operate the Temporary Store.

**5. Initial Training Program.** Statements in Sections 5.6, 6.1 and 6.2 of the Agreement related to the completion of the initial training program shall not be applicable to the Temporary Store insofar as no additional personnel of the Franchisee will be required to attend the Franchisor's initial training program as a condition precedent to the grant of the Franchisee's right to operate the Temporary Store, but the person designated by the Franchisee to assume primary responsibility for the management of the Temporary Store will be required to have successfully completed the initial training program.

**6. Development and Operations.** Sections 7.1.a, .b and .f and Section 10.1.f of the Agreement shall not apply to the Temporary Store. The Franchisee agrees to comply with all of the Franchisor's standards and specifications for Temporary Stores as they exist from time to time, including standards and specifications for carts.

**7. Royalty.** The following shall be added at the end of Section 11.1 of the Agreement:

Further, the Franchisee agrees to report all Gross Retail Sales, defined in Section 11.2 below, generated from or through its Temporary Store separate and apart from reports of its Gross Retail Sales generated from or through its traditional Store(s).

**8. Franchisee Reports.** The following sentence shall be added to the end of Section 15.1 of the Agreement:

The Franchisee agrees to keep the bookkeeping and accounting records for the Temporary Store separate from the bookkeeping and accounting records of all other Store(s) owned by the Franchisee. The Franchisee further agrees to keep separate bookkeeping and accounting records to differentiate all sales and operations of the Temporary Store from all sales and operations of the Host Facility, if any.

**9. Pre-Conditions to Franchisee's Transfer.** The following shall be added as a new Section 16.2.i:

i. The Franchisee's traditional Store and Temporary Store are being transferred to the same proposed transferee simultaneously and as part of the same transaction.

**10. Termination by Franchisor - Effective Upon Notice.** The following shall be added to the Agreement as new Sections 18.1.j and 18.1.k, respectively:

j. **Loss of Right to Operate at Host Facility.** If the Temporary Store is operated at a Host Facility, if the Franchisee loses the right for whatever reason to operate the Temporary Store at the Host Facility.

k. **Transfer of Franchisee's Traditional Store Without Transfer of Temporary Store.** If the traditional Store governed by this Agreement is transferred in any manner pursuant to a transaction where the Temporary Store licensed under the Addendum to this Agreement is not transferred in full simultaneously therewith to the identical transferee.

11. **Insurance Coverage.** The Franchisee shall not be required to obtain all-risk personal property insurance for the Temporary Store and accordingly, Section 21.1(iv) shall be deleted.

12. **Franchisee Representation.** The person(s) or entity(ies) executing this Addendum as the Franchisee is (are) identical to the person(s) or entity(ies) who executed the Agreement.

13. **Ratification.** Except as modified in this Addendum, all terms, conditions and obligations set forth in the Agreement are hereby ratified and confirmed by this Addendum.

**IN WITNESS WHEREOF,** the parties have executed this Addendum effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**FRANCHISOR:**

**ROCKY MOUNTAIN CHOCOLATE  
FACTORY, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_  
\_\_\_\_\_  
Individually

AND:

(if a corporation or partnership)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(6/1/03)

**EXHIBIT J**

**ADDENDA TO FRANCHISE AGREEMENT – RENEWAL AND TRANSFER**

**AMENDMENT TO  
ROCKY MOUNTAIN CHOCOLATE FACTORY FRANCHISE AGREEMENT  
(RENEWAL)**

**ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.** (“**Franchisor**”) and \_\_\_\_\_ (“**Franchisee**”) are signing a Rocky Mountain Chocolate Factory Franchise Agreement (“**Agreement**”) contemporaneously herewith and desire to supplement and amend certain terms and conditions of such Agreement by this Amendment to Rocky Mountain Chocolate Factory Franchise Agreement (“**Amendment**”). Initial capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Agreement. The parties therefore agree as follows:

1. **Initial Franchise Fee.** Section 4.1 is deleted in its entirety.

2. **Approval of Lease.** Section 5.1 shall apply according to its terms to all lease renewals and purchase agreements for the Franchised Location which are executed during the term of the Agreement.

3. **Commencement of Operations.** Section 5.6 is deleted in its entirety.

4. **Training.** Sections 6.1 and 6.2 are deleted in their entirety.

5. **Development Assistance.** Article 7 is deleted in its entirety.

6. **Upgrading and Remodeling.** In accordance with Section 10.1.j of the Agreement, Franchisee is required to remodel the Franchisee’s Store to current design specifications which includes the following changes to be completed no later than 6 months from date of receipt of the Agreement and this Amendment for signature: \_\_\_\_\_.

7. **Monthly Royalty.** All of Section 11.1 of the Agreement shall be deleted except for the first sentence, which shall remain as written.

8. **Release.** Franchisee for itself, its successors, assigns, agents, representatives, employees, officers and directors, hereby fully and forever unconditionally releases and discharges Franchisor and its successors, assigns, agents, representatives, employees, officers and directors (collectively referred to as “**Franchisor’s Affiliates**”) from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever, in law or in equity, whether known or unknown to it, which it may now have against Franchisor or Franchisor’s Affiliates, or which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with Franchisor or Franchisor’s Affiliates, however characterized or described, which relates in any way to the previous franchise agreement dated \_\_\_\_\_, between Franchisee and Franchisor or the former franchise relationship, from the beginning of time until the date of this Agreement.

9. **Successor Fee.** Franchisor acknowledges receipt of \$100 from Franchisee in payment of the successor franchise fee.

10. **Inconsistent Terms.** The terms and conditions of this Amendment are in addition to or in explanation of the existing terms and conditions of the Agreement and shall prevail over and supersede any inconsistent terms and conditions thereof.

Fully executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ROCKY MOUNTAIN CHOCOLATE  
FACTORY, INC.**

By: \_\_\_\_\_

Bryan J. Merryman  
Chief Operating Officer

**FRANCHISEE:**

\_\_\_\_\_, Individually

\_\_\_\_\_, Individually

**AND:**

Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

(6/1/03)

**AMENDMENT TO  
ROCKY MOUNTAIN CHOCOLATE FACTORY FRANCHISE AGREEMENT  
(TRANSFER)**

**ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.** (“**Franchisor**”) and \_\_\_\_\_ (“**Franchisee**”) are signing a Rocky Mountain Chocolate Factory Franchise Agreement (“**Agreement**”) contemporaneously herewith and desire to supplement and amend certain terms and conditions of such Agreement by this Amendment to Rocky Mountain Chocolate Factory Franchise Agreement (“**Amendment**”). Initial capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Agreement. The parties therefore agree as follows:

1. **Initial Franchise Fee.** Section 4.1 is deleted in its entirety.

2. **Approval of Lease.** Section 5.1 shall apply according to its terms to all lease renewals and purchase agreements for the Franchised Location which are executed during the term of the Agreement.

3. **Commencement of Operations.** Section 5.6 is deleted in its entirety and replaced with the following:

Franchisee agrees that there will be no interruption in the day-to-day operation of the ROCKY MOUNTAIN CHOCOLATE FACTORY Store due to the change in ownership of the Store from its previous owner to Franchisee.

4. **Training.** The last sentence in Section 6.1 is deleted and replaced with the following:

At least one individual must successfully complete the initial training program before the Franchisee begins operating the ROCKY MOUNTAIN CHOCOLATE FACTORY Store. If Franchisor does not have a training program scheduled prior to transfer so Franchisee can attend timely, at least one individual must successfully complete the first scheduled initial training program after the Franchisee begins operating the ROCKY MOUNTAIN CHOCOLATE FACTORY Store.

5. **Development Assistance.** Article 7 is deleted in its entirety.

6. **Upgrading and Remodeling.** In accordance with Section 10.1.j of the Agreement, Franchisor hereby notifies Franchisee that Franchisee is required to remodel the Franchisee’s Store to current design specifications which includes the following items no later than 6 months from the date of transfer: \_\_\_\_\_.

7. **Monthly Royalty.** All of Section 11.1 of the Agreement shall be deleted except for the first sentence, which shall remain as written.

8. **Transfer Fee.** Franchisor acknowledges receipt of \$\_\_\_\_\_ from Franchisee or from the seller on behalf of Franchisee, in payment of the transfer fee.

9. **Inconsistent Terms.** The terms and conditions of this Amendment are in addition to or in explanation of the existing terms and conditions of the Agreement and shall prevail over and supersede any inconsistent terms and conditions thereof.

Fully executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ROCKY MOUNTAIN CHOCOLATE  
FACTORY, INC.**

By: \_\_\_\_\_

Bryan J. Merryman  
Chief Operating Officer

**FRANCHISEE:**

\_\_\_\_\_, Individually

**AND:**

Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

(6/1/03)

**EXHIBIT K**

**CLOSING ACKNOWLEDGMENT**

**ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.****CLOSING ACKNOWLEDGEMENT**

In order to ensure that your decision to purchase a Rocky Mountain Chocolate Factory, Inc. ("RMCF") franchise is based upon your own independent investigation and judgment, please complete and sign this Acknowledgement. All terms not defined herein shall have their respective meanings as set forth in the Franchise Agreement dated of even date herewith between the undersigned Franchisee and RMCF.

1. I have not received any information, either oral or written, regarding the sales, revenues, earnings, income or profits of ROCKY MOUNTAIN CHOCOLATE FACTORY Stores from any officer, employee, agent or sales representative of RMCF, except as may be set forth in Item 19 of the Uniform Franchise Offering Circular.

2. I have not received any assurances, promises or predictions of how well my ROCKY MOUNTAIN CHOCOLATE FACTORY Store will perform financially from any officer, employee, agent or sales representative of RMCF.

3. I have made my own independent determination that I have adequate working capital to develop, open and operate my ROCKY MOUNTAIN CHOCOLATE FACTORY Store.

4. I acknowledge that RMCF will provide guidelines for a suitable site for my ROCKY MOUNTAIN CHOCOLATE FACTORY Store, but I understand that I am responsible for the final decision regarding the selection of a suitable site.

5. I am not relying on any promises of RMCF which are not contained in the ROCKY MOUNTAIN CHOCOLATE FACTORY Franchise Agreement.

6. I acknowledge that the terms of the ROCKY MOUNTAIN CHOCOLATE FACTORY Franchise Agreement are not negotiable.

7. I understand that my investment in a ROCKY MOUNTAIN CHOCOLATE FACTORY Store contains substantial business risks and that there is no guarantee that it will be profitable.

8. I acknowledge that RMCF reserves the right to distribute, and may presently be distributing, the same products and services which my ROCKY MOUNTAIN CHOCOLATE FACTORY Store will offer and sell, through alternative channels of distribution using the Marks and the Licensed Methods, at any location.

9. I have been advised by RMCF and its representatives to seek professional legal and financial advice in all matters concerning the purchase of my ROCKY MOUNTAIN CHOCOLATE FACTORY Store.

10. I acknowledge that the success of my ROCKY MOUNTAIN CHOCOLATE FACTORY Store depends in large part upon my ability as an independent business person and my active participation, or the active participation of my General Manager, in the day to day operation of the Store.

11. The name(s) of the person(s) with whom I dealt in the purchase of my ROCKY MOUNTAIN CHOCOLATE FACTORY Store is/are \_\_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_\_\_

**FRANCHISEE**

(Print Name) (if a corporation or partnership)  
By \_\_\_\_\_  
Title: \_\_\_\_\_

(6/1/03)

**FRANCHISEE**

(Print Name) Individually  
\_\_\_\_\_  
(Print Name) Individually  
\_\_\_\_\_

**EXHIBIT L**

**RECEIPT OF OFFERING CIRCULAR**